

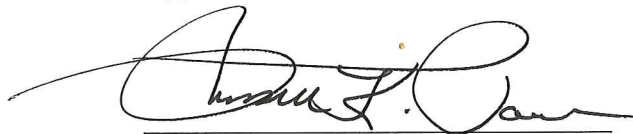
WHEREAS, City Council desires to authorize the City Manager to enter into the agreement in the basic form attached hereto as Exhibit B.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Sandy Springs, Georgia, while in regular session on March 3, 2015, at 6:00 p.m., as follows:

1. A Fixed Fee of \$12,536,357.00, as enumerated in the attached Exhibit A, is hereby approved for the services of Rosser and all Specialty Consultants, and such amount shall be included in the final negotiated agreement with Rosser; and
2. The City Manager and the City Attorney are hereby authorized to proceed with negotiations on the final terms of an agreement with Rosser; and
3. The City Manager is hereby authorized to execute the final negotiated agreement with Rosser, in the basic form attached hereto as Exhibit B; and.
4. The City Manager and City Attorney are hereby authorized to take such actions deemed necessary or prudent to effectuate the intent of this resolution.

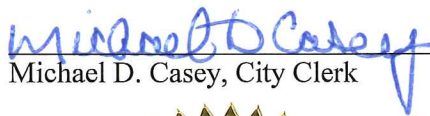
RESOLVED this the 3rd day of March, 2015.

Approved:



Russell K. Paul, Mayor

Attest:



Michael D. Casey, City Clerk

(Seal)



STATE OF GEORGIA
COUNTY OF FULTON

**RESOLUTION TO APPROVE FEE FOR ARCHITECTURAL, ENGINEERING AND
OTHER CONSULTING SERVICES FOR THE PUBLIC COMPONENTS OF THE CITY
CENTER PROJECT AS SUBMITTED BY ROSSER INTERNATIONAL, INC. AND TO
AUTHORIZE THE CITY MANAGER TO NEGOTIATE AND ENTER INTO AN
AGREEMENT WITH ROSSER INTERNATIONAL, INC**

WHEREAS, on March 14, 2014 at regular Council meeting, City Council approved the selection of Rosser International, Inc. ("Rosser") as the architect for the public components of the City Center project ("Project"); and

WHEREAS, the scope of services to be provided by Rosser includes architectural services for the City office building, a performing arts center, a community theater, a number of meeting spaces, an underground parking deck, a major City park, and all associated public spaces in and around the Project property; and

WHEREAS, since its selection until November 1, 2014, Rosser has been performing work on the Project based on an hourly rate, pending identification of all consulting services to be provided and pending determination of a fixed fee for all design services and related expenses to be negotiated and memorialized in an agreement; and

WHEREAS, on November 1, 2014, Rosser commenced work on the schematic design of the project for which it has been compensated on an hourly basis; however, all work since November 1, 2014 will be charged against the fixed fee negotiated by the City and Rosser; and

WHEREAS, a number of specialty consultants have been identified for the project including, but not limited to, landscape architects, interior design consultants, civil engineers, theater and acoustical consultants, food service consultants, data/telecommunications and audio-visual equipment consultants, and elevator consultants ("Specialty Consultants"); and

WHEREAS, Rosser and the City agree that the Specialty Consultants are within Rosser's purview and all fees associated with the Specialty Consultants will be included in Rosser's contract; and

WHEREAS, the scope of the Project has been finalized, as has negotiation for architect and related fees; and

WHEREAS, the total negotiated fixed fee recommended by staff and City consultants for the services of Rosser and the Specialty Consultants is \$12,536,357.00 ("Fixed Fee"), broken down into fees for base services provided by Rosser in the amount of \$7,831,425.00 and fees for services of Specialty Consultants in the amount of \$4,704,932.00, as enumerated in the attached Exhibit A; and

WHEREAS, the terms of the final agreement with Rosser are currently being negotiated and the Fixed Fee will be included in the agreement; and

WHEREAS, City Council desires to move forward with the Project and to approve the Fixed Fee recommended by staff and City Consultants and to authorize the City Manager and the City Attorney to negotiate the final terms of an agreement with Rosser; and

EXHIBIT A

FEE BREAKDOWN BY DESIGN AND CONSTRUCTION PHASE

EXHIBIT B
FORM OF AGREEMENT